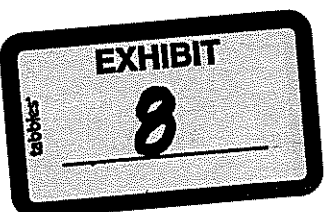


Oct. 2006

	This period			Total		
	n	p	s	n	p	s
	lb	lb	ton	lb	lb	ton
FY 2000	1300 Wister			28969.1	2922.118	223.571 STEPL
FY 2000	1200 Beatty Creek			31482.05	46295.2	1639.6 STEPL
FY 2001	3 Stillwater Creek	987.8844	196.7772	46.36625	1373.272	242.7418 73.23988 STEPL
FY 2001	4 Fort Cobb	8637.854	2323.484	374.1046	16414.75	3990.185 532.928 STEPL
FY 2001	9 Spavinau Supplement	1652.665	237.7548	37.72947	2584.676	350.5675 59.00658 STEPL
FY 2001	5 Little Deep Fork	2.64	0.55	0.05	988.69	121.65 17.75 STEPL
FY 2002	2 Tech Support			9617.77	2621.29	533.833 STEPL
FY 2002	6 IR Litter Transfer	527.6823	217.1006	988.1523	406.5506	calculated
FY 2003	115 Tech Support			1807.454	362.11	7229.6 STEPL
FY 2003	118 Spavinau Creek	635.6048	129.6684	14.51054	5246.018	8915.558 93.87054 STEPL OK
FY 2004	120 Tech Support			40155	11014	1972.8 STEPL
FY 2005	124 Tech Support	38.59	16.27	187.5112	195.35	51.58 7.83882 STEPL
FY 2005	127 Fort Cobb No Till	0	0	0	0	0

anything for this period?



11/31/07

		This period			Total	
		n lb	p lb	s ton	n lb	p lb
FY 2001	3 Stillwater Creek				1373.272	242.7418
FY 2001	4 Fort Cobb	8637.854	2323.484	374.1046	16414.75	6313.669
FY 2001	9 Spavinaw Supplement	762.1471	57.26249	9.403423	3346.823	407.83
FY 2001	5 Little Deep Fork				986.05	121.1
FY2002	2 Tech Support				9617.77	2621.29
FY 2002	6 IR Litter Transfer	366.86	150.93		1355.012	557.4806
FY 2003	115 Tech Support				1807.454	362.11
FY 2003	118 Spavinaw Creek	0	0	0	4610.413	8785.89
FY 2004	120 Tech Support				40155	11014
FY 2005	124 Tech Support	45.59	20.32	9.53	240.94	71.9
FY 2005	127 Fort Cobb No Till	5199.7	1301.3	174.1	5199.7	1301.3
FY 2006	Honey Creek	0	0	0	0	0

s

ton

73.23988 STEP L

907.0326 STEP L

68.41 STEP L

17.7 STEP L

533.833 STEP L

calculated

7229.6 STEP L

79.36 STEP L

1972.8 STEP L

195.3588 STEP L

174.1 STEP L

0

Project	Invoice Date	Litter (tons)	Hauler Subsidy	Grower Subsidy	Administration Fee	Integrator Match	Total
Wister	10/9/2005	2629.00	\$11,542.60	\$14,747.40	\$11,384.85		\$37,674.85
Wister	12/27/2005	2264.00	\$7,816.15	\$14,823.85	\$5,500.00		\$28,140.00
Wister	1/25/2006	1258.00	\$3,449.50	\$9,130.50	\$2,902.34		\$15,482.34
Wister	2/10/2006	150.00	\$1,200.00	\$300.00	\$925.00		\$2,425.00
		6301.00					\$83,722.19
							\$13,287/Ton
Illinois River	11/3/2005	4466.57	\$15,759.00	\$28,906.60	\$15,272.51	(\$23,975.24)	\$35,962.87
							\$13,419/Ton
							\$8,052/Ton of state & federal money
Spavinaw	10/9/2005	414.00	\$1,966.50	\$2,173.50	\$6,800.00		\$10,940.00
Spavinaw	1/30/2006	1134.00	\$5,522.35	\$5,817.65	\$5,000.00		\$16,340.00
		1548					\$27,280.00
							\$17,623/Ton

4666.57

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WATER QUALITY

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**CONTRACT**  
**BY AND BETWEEN**  
**THE OKLAHOMA CONSERVATION COMMISSION**  
**AND**  
**BMPs INC.**

This contract by and between the Oklahoma Conservation Commission (Commission), 2800 N. Lincoln Blvd., Ste. 160, Oklahoma, City, OK 73105 and BMPs Inc. (BMPs), Post Office Box 1086, Farmington, AR 72730, is for the purpose of implementing a 319 Nonpoint Source Implementation Project, *Spavinaw Creek Watershed Implementation Project*, which is a part of the FY 2003 319(h) Grant from the Environmental Protection Agency. This contract involves the transport of excess poultry litter from the Spavinaw Creek Watershed in Oklahoma.

**Name Of Project**

FY 2003 319(h) Grant,  
Spavinaw Creek Watershed Implementation Project (Litter Export)

**PURPOSE**

The purpose of this Contract is to establish the responsibilities of the (Commission) and BMP's Inc., necessary to provide the method(s) for the export of litter from contract grower operations within the Eucha/Spavinaw watershed in northeast Oklahoma to row crop, pasture, forage, grass and other appropriate lands of Oklahoma outside the Eucha/Spavinaw watershed. The proposed project will reduce the potential for water quality impacts resulting from continued litter application within the watershed.

**CONTRACT TERMS**

**COMMISSION RESPONSIBILITIES:**

Administer the grant in accordance with US EPA regulations.

Make semi-annual reports to Region 6 of the US EPA on progress of the project.

Provide payment in a timely and efficient manner for work performed in accordance with the attached schedule of payments, incorporated and made a part of this contract.

Provide personnel, supplies and resources for completion of the project as outlined in the attached workplan.

Abide by conditions of US EPA Assistance Agreement.

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WATER QUALITY

PAGE 07/09

**BMPs INC. RESPONSIBILITIES:**

Provide personnel, supplies, and other resources necessary for completion of the project as outlined in the workplan.

Abide by conditions of US EPA Assistance Agreement.

Complete all milestones, tasks, and outputs in a timely manner as outlined in the attached schedule of payments.

Provide Quarterly Reports to the Commission within 15 days of the end of September, December, March, and June; Including Progress Reports, MBE/WBE expenditures, and other matters required by the Commission.

Participate in an annual project evaluation and provide a report to the Commission on significant accomplishments resulting from this grant. An annual evaluation report will be submitted to the Commission by October of each year.

Request payment for services provided in accordance with activities described in the workplan. Requests will be made no more than quarterly and will be accompanied by a project progress report.

Maintain financial records acceptable to the Commission as stated below.

**MUTUAL RESPONSIBILITIES:**

Employees of all parties will cooperate fully with each other in such a manner as to maintain and enhance the image of all parties.

The Oklahoma State Auditor and Inspector or cognizant federal audit agency shall, under this agreement, have access to and the right to examine any pertinent books, documents, papers, and/or records of the Commission, ODAFF, or any of its subcontractors engaged in the performance of or involving any transactions related to this agreement.

The Environmental Protection Agency controls a major portion of the funds of this project. In the event funds become unavailable from EPA, notice will be given to BMPs Inc. and the agreement will automatically terminate. Reimbursement will then be made for work completed to the satisfaction of the commission upon the effective date of termination.

This Agreement is made expressly subject to, and the Parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the agreement is to be performed, including all rules and regulations now existing or that may thereafter be promulgated in accordance with such law or laws, insofar as the same may be applicable in any way to the performance of this agreement including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. The Parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age and disabilities. Acceptance of this agreement

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WATER QUALITY

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constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

No member of the Commission or BMPs Inc. shall be allowed to financially profit from this agreement.

#### **FUNDS**

The total funds available under this contract are \$356,092.00 of which \$180,000.00 are federal 319 funds and \$176,092.00 shall be composed of state match in the form of cash, in kind services, participant cost share or other eligible contribution.

#### **DURATION**

This contract shall be initiated on the date the contract is signed by both parties and conclude upon the completion of the project. Either party may request termination of this contract upon written notice to the other party not less than 30 days prior to termination. Early termination of this contract may require reimbursement up to Contract Amount.

#### **AMENDMENT TERMS**

This agreement may be modified by mutually acceptable written amendments, and must be duly executed by authorized officials of the Commission and BMPs Inc., provided that such modification does not extend the agreement beyond the completion date as specified in the EPA approved workplan for this project.

#### **SEVERABILITY**

If any provision of this cooperative agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this agreement or any renewal or extension thereof, it is the intention of the undersigned parties that the remainder of this cooperative agreement shall not be affected thereby and that in lieu of each provision of this agreement that is illegal, invalid or unenforceable, there be added as a part of this agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the last date written below.

#### **OKLAHOMA CONSERVATION COMMISSION**

By: Mike Thralls  
Mike Thralls, Executive Director

Date: 6/10/04

#### **BMPs INC.**

By: Sheri Herron  
Sheri Herron, Director BMP's Inc.

Date: 5-28-04

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WATER QUALITY

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**SCHEDULE OF PAYMENTS****FOR OKLAHOMA PROJECT FY 03 CWA Section 319(h)****Poultry Litter Transport from Eucha Spavinaw Watershed in Oklahoma****Managed for the Oklahoma Conservation Commission by**

**BMPs, Inc.  
P. O. Box 7989  
Springdale, AR 72766**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
1. Project Leader	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
2. Operations	\$ 18,740	\$ 14,240	\$ 14,540	\$ 45,520
3. Accounting	\$ 1,858	\$ 1,858	\$ 1,858	\$ 5,573
4. Hauling Match	\$ 36,667	\$ 36,667	\$ 36,666	\$ 110,000
5. 319 Hauling Funds	\$ 60,000	\$ 60,000	\$ 60,000	\$ 180,000
	<b>\$ 120,264.27</b>	<b>\$117,764.60</b>	<b>\$ 118,063.60</b>	<b>\$ 356,092</b>



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WATER QUALITY

PAGE 02/09

**CONTRACT**  
**BY AND BETWEEN**  
**THE OKLAHOMA CONSERVATION COMMISSION**  
**AND**  
**BMPs INC.**

This contract by and between the Oklahoma Conservation Commission (Commission), 2800 N. Lincoln Blvd., Ste. 160, Oklahoma, City, OK 73105 and BMPs Inc. (BMPs), Post Office Box 1086, Farmington, AR 72730, is for the purpose of implementing a 319 Nonpoint Source Implementation Project, *Poteau River/Wister Watershed Implementation Project*, which is a part of the FY 2000 319(h) Grant from the Environmental Protection Agency. This contract involves the transport of excess poultry litter from the Poteau River/Wister Watershed in Oklahoma.

**Name Of Project**

FY 2000 319(h) Grant,  
Poteau River/Wister Watershed Implementation Project (Litter Export)

**PURPOSE**

The purpose of this Contract is to establish the responsibilities of the (Commission) and BMP's Inc., necessary to provide the method(s) for the export of litter from contract grower operations within the Poteau River/Wister watershed in northeast Oklahoma to row crop, pasture, forage, grass and other appropriate lands of Oklahoma outside the Poteau River/Wister watershed. The proposed project will reduce the potential for water quality impacts resulting from continued litter application within the watershed.

**CONTRACT TERMS**

**COMMISSION RESPONSIBILITIES:**

Administer the grant in accordance with US EPA regulations.

Make semi-annual reports to Region 6 of the US EPA on progress of the project.

Provide payment in a timely and efficient manner for work performed in accordance with the attached schedule of payments, incorporated and made a part of this contract.

Provide personnel, supplies and resources for completion of the project as outlined in the attached workplan.

Abide by conditions of US EPA Assistance Agreement.

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WATER QUALITY

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**BMPs INC. RESPONSIBILITIES:**

Provide personnel, supplies, and other resources necessary for completion of the project as outlined in the workplan.

Abide by conditions of US EPA Assistance Agreement.

Complete all milestones, tasks, and outputs in a timely manner as outlined in the attached schedule of payments.

Provide Quarterly Reports to the Commission within 15 days of the end of September, December, March, and June; including Progress Reports, MBE/WBE expenditures, and other matters required by the Commission.

Participate in an annual project evaluation and provide a report to the Commission on significant accomplishments resulting from this grant. An annual evaluation report will be submitted to the Commission by October of each year.

Request payment for services provided in accordance with activities described in the workplan. Requests will be made no more than quarterly and will be accompanied by a project progress report.

Maintain financial records acceptable to the Commission as stated below.

**MUTUAL RESPONSIBILITIES:**

Employees of all parties will cooperate fully with each other in such a manner as to maintain and enhance the image of all parties.

The Oklahoma State Auditor and Inspector or cognizant federal audit agency shall, under this agreement, have access to and the right to examine any pertinent books, documents, papers, and/or records of the Commission, ODAFF, or any of its subcontractors engaged in the performance of or involving any transactions related to this agreement.

The Environmental Protection Agency controls a major portion of the funds of this project. In the event funds become unavailable from EPA, notice will be given to BMPs Inc. and the agreement will automatically terminate. Reimbursement will then be made for work completed to the satisfaction of the commission upon the effective date of termination.

This Agreement is made expressly subject to, and the Parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the agreement is to be performed, including all rules and regulations now existing or that may thereafter be promulgated in accordance with such law or laws, insofar as the same may be applicable in any way to the performance of this agreement including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. The Parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age and disabilities. Acceptance of this agreement

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WATER QUALITY

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constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

No member of the Commission or BMPs Inc. shall be allowed to financially profit from this agreement.

#### **FUNDS**

The total funds available under this contract are \$100,000 of which \$60,000 are federal 319 funds, \$40,000 shall be composed of state match in the form of cash, in kind services, participant cost share or other eligible contribution.

#### **DURATION**

This contract shall be initiated on the date the contract is signed by both parties and conclude upon the completion of the project. Either party may request termination of this contract upon written notice to the other party not less than 30 days prior to termination. Early termination of this contract may require reimbursement up to Contract Amount.

#### **AMENDMENT TERMS**

This agreement may be modified by mutually acceptable written amendments, and must be duly executed by authorized officials of the Commission and BMPs Inc., provided that such modification does not extend the agreement beyond the completion date as specified in the EPA approved workplan for this project.

#### **SEVERABILITY**

If any provision of this cooperative agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this agreement or any renewal or extension thereof, it is the intention of the undersigned parties that the remainder of this cooperative agreement shall not be affected thereby and that in lieu of each provision of this agreement that is illegal, invalid or unenforceable, there be added as a part of this agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the last date written below.

#### **OKLAHOMA CONSERVATION COMMISSION**

By: Mike Thralls  
Mike Thralls, Executive Director

Date: March 16, 2005

#### **BMPs INC.**

By: Sheri Herron  
Sheri Herron, Director BMP's Inc.

Date: 3/29/05

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WATER QUALITY

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**SCHEDULE OF PAYMENTS****FOR OKLAHOMA PROJECT 02-06 FY 02 CWA Section 319(h)****Poultry Litter Transport from The Wister Watershed in Oklahoma to  
Non-Nutrient Limited Watersheds****Managed for the Oklahoma Conservation Commission by****BMPs, Inc.  
P. O. Box 7989  
Springdale, AR 72766****1. Grant Administration:**

Project Leader	<b>\$ 18,550</b>
Project Supplies	<b>\$ 500</b>
Communications	<b>\$ 800</b>
Meeting/workshops	<b>\$ 150</b>
Accounting	<b>\$ 2,000</b>

**2. Hauling Funds \$ 78,000**

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**\$ 100,000 \*****\* \$100,000 = \$60,000 Federal 319 funds + \$40,000 State Match**